

Attorney Docket No.: STRE-002/01US

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Charle R. RUPP

Serial No.: 09/883,976

Examiner: Not assigned

Confirmation No.: 4950

Art Unit: 2819

Filed: June 19, 2001

For: **MULTI-SCALE PROGRAMMABLE ARRAY**Commissioner for Patents
Washington, D.C. 20231**REVOCATION AND NEW POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- [X] An assignment document from CMA Business Credit Services to Stretch, Inc., a copy of which is enclosed herewith;
- [X] An assignment document from Adaptive Silicon, Inc. to CMA Business Credit Services, a copy of which is enclosed herewith;
- [X] An assignment previously recorded in the U.S. Patent and Trademark Office at Reel 011926, Frame 0435.

#6

T.D.

10/11/02

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SEP 25 2002

TECHNOLOGY CENTER 2100

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663

CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date:

8/20/02

Signature:

Name:

Gary Banta

Title:

Chief Executive Officer

Company:

Stretch, Inc.

Tab settings ==>>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ADAPTIVE SILICON, INC.

COPY

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: April 15, 2002

2. Name and address of receiving party(ies)

Name: CMA BUSINESS CREDIT SERVICES

Internal Address:

Street Address: 40 East Verdugo Avenue

City: Burbank State: CA Zip: 91502

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)

09/883,976

B. Patent No.(s)

SEP 30 2002

Technology Center 2100

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Patent Group

Street Address: Five Palo Alto Square

3000 El Camino Real

City: Palo Alto State: CA Zip: 94306-2155

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3117

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William S. Galliani, Reg. 33,885

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and documents: [9]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231 on AUGUST 23, 2002.

By:

Dolores McKay

ASSIGNMENT OF PATENT RIGHTS

COPY

ADAPTIVE SILICON, INC., a Delaware corporation (hereinafter called "Assignor"), hereby assigns certain patent rights to CMA BUSINESS CREDIT SERVICES, a California corporation (hereinafter called the "Assignee"), as Assignee for the Benefit of the Creditors Adaptive Silicon, Inc., a Delaware corporation:

WHEREAS, Assignor is the owner of the following Letters Patent and Applications:

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APPLICATIONS

Patent Application Serial No.: 09/475,400

Filed: 12/30/1999

Title: Multi-Scale Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: PCT/US00/35327

Filed: 12/22/2000

Title: Multi-Scale Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 89128333

Filed: 12/22/2000

Title: Multi-Scale Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 09/883,976

Filed: 06/19/2001

Title: Multi-Scale Programmable Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 60/174,004

Filed: 12/30/1999

Title: Carry Lookahead for Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

[Assignment of Patent Rights Signature Page]

Patent Application Serial No.: 09/550,919

Filed: 04/17/2000

Title: Carry Lookahead for Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: PCT/US00/35255

Filed: 12/22/2000

Title: Carry Lookahead for Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 89128332

Filed: 12/22/2000

Title: Carry Lookahead for Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 60/265,303

Filed: 01/30/2001

Title: Design Methodology for Merging Programmable Logic into Custom ICs

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 09/

Filed: 01/29/2002

Title: Design Methodology for Merging Programmable Logic into Custom ICs

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: _____

Filed: _____

Title: Hybrid Core Architecture for Programmable Logic Array

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 60/311,210

Filed: 08/09/2001

Title: Programmable Logic Core Adapter

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: _____

Filed: _____

Title: Shuffle Exchange Routing

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 09/569,741

Filed: 05/11/2000

Title: Apparatus and Method for Self Testing Programmable Logic Arrays

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 09/606,791

Filed: 06/28/2000

Title: Efficient and Robust Random Access Memory Cell Suitable for Programmable Logic Configuration Control

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 09/738,055

Filed: 12/14/2000

Title: A Built-In Self Test for a Programmable Logic Device Using Linear Feedback Shift Registers and Hierarchical Signature Generation

Assignment recorded: _____

Reel / Frame: _____

Patent Application Serial No.: 10/005,632

Filed: 12/04/2001

Title: A Design Tool for an Application Specific Integrated Circuit Having a Programmable Logic Core and Method of Operation

Assignment recorded: _____

Reel / Frame: _____

AND WHEREAS, Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Applications and to said Letters Patent, and inventions therein (the "Inventions"),

NOW THIS ASSIGNMENT WITNESSETH that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee the entire right, title, and interest in said Inventions, said Applications and said Letters Patent, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon or which may claim priority from said Applications or Letters Patent, and in and to any and all divisions, continuations, and continuations-in-part, reexaminations, reissues or extensions of said Applications and said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, the right to file applications and obtain patents based on the Inventions or claiming priority to the Applications or the Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, TO HOLD the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

ASSIGNOR hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Inventions, Applications, and Letters Patent, that the same are unencumbered, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said Inventions or that any division, continuation or continuation-in-part of any Letters Patent to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said Applications, Inventions, and Letters Patent, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at LOS GATOS, CA this 15 day of APRIL 2002.
705 UNIVERSITY AVE.

Assignor: Adaptive Silicon, Inc.

Signature: Charles R. Rupp

Printed Name: CHARLES R. RUPP

Title: CHIEF TECHNOLOGY OFFICER
CORPORATION SECRETARY

GENERAL ASSIGNMENT

THIS ASSIGNMENT, Made this _____ day of April, 2002

BY Adaptive Silicon, Inc.

OF 985 University Ave., Suite 31

in the City of Los Gatos, County of Santa Clara, State of California.

FEDERAL TAX IDENTIFICATION NUMBER: 770513139

party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California,

a California corporation, of Burbank, California, doing business as CMA Business Credit Services, party of the second part, hereinafter referred to as Assignee.

WITNESSETH: That said assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Lease and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

FIRST: To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.

SECOND: The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph **FIRST** hereinabove, Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$15,000, or a fee of 6% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.


Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.


Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

By: 

By: 

CREDIT MANAGERS ASSOCIATION OF CALIFORNIA
a California corporation, doing business as
CMA BUSINESS CREDIT SERVICES

By: 

ROBERT J. HODER, SECRETARY